



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

September 1, 2005

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE

REFER TO FILE: **AS-0**
001056
Amendment 3
001057
Amendment 3
001059
Amendment 5

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**MONTROSE/ALTADENA MEDIANS,
WILLOWBROOK AVENUE, ET AL., MEDIANS, AND
SAN VICENTE BOULEVARD, ET AL., MEDIANS
LANDSCAPE AND GROUNDS MAINTENANCE SERVICES
SUPERVISORIAL DISTRICTS 1, 2, 4, AND 5
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the additional contract work is exempt from the provisions of the California Environmental Quality Act (CEQA).
2. Approve amendment of the following contracts for landscape maintenance services to extend them for an additional term of six months, starting September 20, 2005, while Public Works completes the solicitation process for new contracts:
 - Contract No. 001056 with Wurzel Landscape, Incorporated, for the Montrose/Altadena medians' landscape and grounds maintenance and to increase the maximum sum by \$12,169;
 - Contract No. 001057 with Wurzel Landscape, Incorporated, for the Willowbrook Avenue medians' landscape and grounds maintenance and to increase the maximum sum by \$15,338; and
 - Contract No. 001059 with Wurzel Landscape, Incorporated, for the San Vicente Boulevard medians' landscape and grounds maintenance and to increase the maximum sum by \$19,213.

3. Delegate authority to the Director of Public Works to expend up to an additional 20 percent of the above amounts for supplementary, unforeseen landscape maintenance services that may be required within the scope of work. Funds are available in Public Works' 2005-06 Road Fund Budget.
4. Instruct the Chair to execute the amendments (Enclosures A, B, and C) effective September 20, 2005.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this action is to continue three existing median landscape maintenance service contracts from September 20, 2005, up to an additional six months. Public Works is preparing a Request for Statement of Qualifications (RFSQ) for Landscape Maintenance. When a list of qualified vendors has been established, Public Works will solicit bids from all listed vendors for the three contracts.

On March 20, 2000, your Board awarded Contract Nos. 001056, 001057, and 001059 to Wurzel Landscape, Incorporated, to provide landscape maintenance services at various medians located in the Montrose/Altadena, Willowbrook Avenue, and the San Vicente Boulevard areas, respectively.

All three contracts commenced on March 20, 2000, with initial 2-year terms and three 1-year renewal options. Public Works has exercised all renewal options for the three contracts. All three contracts were extended an additional six months on March 20, 2005, under authority granted by your Board to the Director of Public Works to allow time to complete the solicitation and award of new contracts. The existing contracts are scheduled to expire on September 19, 2005.

The RFSQ for landscaping services is substantially complete. Due to the two-step selection process, a number of legal and procedural issues had to be resolved with County Counsel's assistance before the solicitation could be finalized. Consequently, we are now requesting additional time extensions for a maximum of six months to allow sufficient time to commence and complete the selection process and bid the work.

Implementation of Strategic Plan Goals

This recommended action is consistent with the County Strategic Plan Goals of Organizational Effectiveness and Fiscal Responsibility. These amendments will allow us to continue to utilize the contractor's expertise to effectively provide these landscape

maintenance services in a timely, responsive, and cost-effective manner as well as improve the quality of life in the County.

FISCAL IMPACT/FINANCING

The financial authorizations requested for each contract are prorated figures of existing annual contract amounts. The Montrose/Altadena medians landscape and grounds maintenance service is \$12,169 for six months, plus 20 percent for additional, unforeseen landscape maintenance services that may be required within the scope of work. The Willowbrook Avenue medians landscape and grounds maintenance service is \$15,338 for six months, plus 20 percent for additional, unforeseen landscape maintenance services that may be required within the scope of work. The San Vicente Boulevard medians landscape and grounds maintenance service is \$19,213 for six months, plus 20 percent for additional, unforeseen landscape maintenance services that may be required within the scope of work. There will be no impact on net County cost. Funds are available in Public Works' 2005-06 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed the amendments as to form. Prior to the Chair executing these amendments, which are substantially reflected in the enclosures, the contractor will execute them and County Counsel will approve as to form.

These amendments will continue the contracts' existing terms, specifications, and conditions and add provisions to implement the County's debarment and jury service policies. The billing rates will remain consistent with the existing contract rates. Therefore, the services provided under these extensions continue to be cost-effective.

ENVIRONMENTAL DOCUMENTATION

These services are categorically exempt from the CEQA as specified in Class 1 (j) and (s) of the Environmental Document Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, Synopsis 57.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these amendments will allow the current contracted services to continue until new contracts are approved.

The Honorable Board of Supervisors
September 1, 2005
Page 4

CONCLUSION

One adopted copy of this letter and six executed original amendments are requested.

Respectfully submitted,

DONALD L. WOLFE
Director of Public Works

RT

P:\aspub\CONTRACT\ROD\MEDIANS\2005 Medians Extension\BDLTREXTEND2.Medians.doc

Enc. 3

cc: Chief Administrative Office
County Counsel

AMENDMENT 3 TO CONTRACT NO. 001056

MONTROSE/ALTADENA MEDIANS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WURZEL LANDSCAPE, INCORPORATED (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

WHEREAS, Contract No. 001056 was entered into between the COUNTY and the CONTRACTOR on March 20, 2000, for landscape and grounds maintenance services at various medians located in the Montrose/Altadena area; and

WHEREAS, On February 8, 2005, the Board approved extending the expiration of the term of the Contract for six months from March 19, 2005, to September 19, 2005; and

WHEREAS, Public Works desires that this service be extended on a month-to-month basis up to six months under the Contract's existing terms and conditions and the CONTRACTOR wishes to provide the service; and

WHEREAS, The COUNTY has adopted a policy to implement the Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Chapter 2.202); and

WHEREAS, The COUNTY has adopted a policy to implement the Contractor Employee Jury Service Ordinance (Los Angeles County Code, Chapter 2.203).

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001056 between them shall be amended as follows:

FIRST: Part I, Section 1A of the Contract is hereby amended to extend the expiration of the contract for six months from September 20, 2005, to March 19, 2006.

SECOND: All other terms, requirements, specifications, conditions and prices of the original Contract shall remain in full force and effect.

THIRD: The COUNTY may debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of

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time, not to exceed three years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board finds, in its discretion, that the CONTRACTOR has done any of the following:

- (1) Violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; and
- (2) Committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; and
- (3) Committed an act or offense which indicates a lack of business integrity or business honesty; and
- (4) Made or submitted a false claim against the COUNTY or any other public entity.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

These terms shall also apply to subcontractors of the CONTRACTOR on COUNTY contracts.

FOURTH: This CONTRACT is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any

fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service.

For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

The CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate this Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

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IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

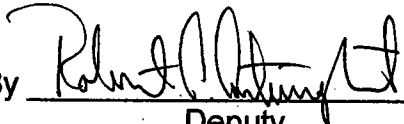
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

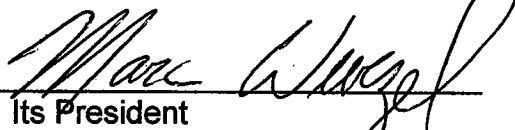
By _____
Deputy

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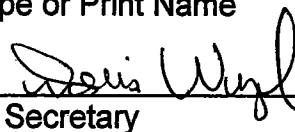
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

WURZEL LANDSCAPE, INCORPORATED

By  _____
Its President

MARC WURZEL
Type or Print Name

By  _____
Its Secretary

DORIS WURZEL
Type or Print Name

AMENDMENT 3 TO CONTRACT NO. 001057

WILLOWBROOK AVENUE, ET AL., MEDIANS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WURZEL LANDSCAPE, INCORPORATED (hereinafter referred to as CONTRACTOR).

W I T N E S S E T H

WHEREAS, Contract No. 001056 was entered into between the COUNTY and the CONTRACTOR on March 20, 2000, for landscape and grounds maintenance services at various medians located in the Montrose/Altadena area; and

WHEREAS, On February 8, 2005, the Board approved extending the expiration of the term of the Contract for six months from March 19, 2005, to September 19, 2005; and

WHEREAS, Public Works desires that this service be extended on a month-to-month basis up to six months under the Contract's existing terms and conditions and the CONTRACTOR wishes to provide the service; and

WHEREAS, The COUNTY has adopted a policy to implement the Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code, Chapter 2.202); and

WHEREAS, The COUNTY has adopted a policy to implement the Contractor Employee Jury Service Ordinance (Los Angeles County Code, Chapter 2.203).

NOW, THEREFORE, in consideration of these facts and payment to be made by the COUNTY, the COUNTY and the CONTRACTOR agree that Contract No. 001056 between them shall be amended as follows:

FIRST: Part I, Section 1A of the Contract is hereby amended to extend the expiration of the contract for six months from September 20, 2005, to March 19, 2006.

SECOND: All other terms, requirements, specifications, conditions and prices of the original Contract shall remain in full force and effect.

THIRD: The COUNTY may debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of

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time, not to exceed three years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board finds, in its discretion, that the CONTRACTOR has done any of the following:

- (1) Violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY; and
- (2) Committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same; and
- (3) Committed an act or offense which indicates a lack of business integrity or business honesty; and
- (4) Made or submitted a false claim against the COUNTY or any other public entity.

The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any

fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deducts from the employees' regular pay the fees received for jury service.

For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation, or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the COUNTY. If the CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If the CONTRACTOR is not required to comply with the Jury Service Program when this Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

The CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the COUNTY may, in its sole discretion, terminate this Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

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COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

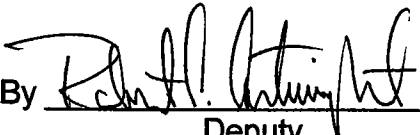
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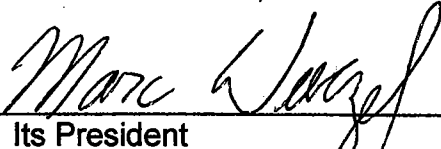
By _____
Deputy

APPROVED AS TO FORM:

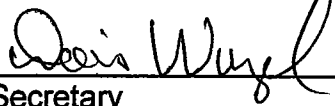
RAYMOND G. FORTNER, JR.
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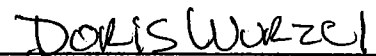
By  _____
Deputy

WURZEL LANDSCAPE, INCORPORATED

By  _____
Its President

 _____
Type or Print Name

By  _____
Its Secretary

 _____
Type or Print Name

AMENDMENT 5 TO CONTRACT NO. 001059

SAN VICENTE BOULEVARD, ET AL., MEDIANS

LANDSCAPE AND GROUNDS MAINTENANCE SERVICES

THIS AMENDMENT, made and entered into as of this _____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a subdivision of the State of California, a body corporate and politic (hereinafter referred to as COUNTY) and WURZEL LANDSCAPE, INCORPORATED (hereinafter referred to as CONTRACTOR).

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The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the CONTRACTOR should be debarred and, if so, the appropriate length of time of the debarment. The CONTRACTOR and Public Works shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.

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IN WITNESS WHEREOF, the COUNTY has by order of its Board of Supervisors, caused these presents to be subscribed by the Chair of said Board and the seal of said Board to be affixed and attested by the Clerk thereof, and the CONTRACTOR has subscribed its name by and through its duly authorized officers, as of the day, month, and year first written above.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

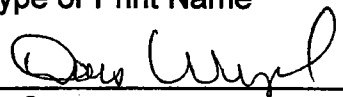
RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

WURZEL LANDSCAPE, INCORPORATED

By  _____
Its President

Marc Wurzel
Type or Print Name

By  _____
Its Secretary

Doris Wurzel
Type or Print Name